REMARKS / ARGUMENTS

Claims 1-23 remain in the application, all of which stand rejected.

Claim 18 has been amended to correct a minor punctuation error, without the addition of new matter.

1. Rejection of Claims 1, 3-10, 12-16, 19, 20, 22 and 23 Under 35 USC 102(a)

Claims 1, 3-10, 12-16, 19, 20, 22 and 23 stand rejected under 35 USC 102(a) as being anticipated by US Patent 6,587,932 B2 to Tournier.

With respect to applicant's claims 1, 12, 19 and 22, the Examiner asserts that:

> . . .*Tournier* teaches upon receiving a device command from a first host, reserving for the first host a device targeted by the device command and setting a reservation time period for expiration of the reservation [see column 1, lines 45-59 and column 2, lines 3-14 and column 4, lines 7-38.]

> 4/19/2005 Office Action, p. 2, sec. 3.

Applicant respectfully disagrees. Tournier *does not* reserve a device for a host by setting a reservation time period upon receiving a device command from the host. Rather, and as clearly set forth in the passages of Tournier cited by the Examiner, Tournier implements a "time-shared" memory, wherein:

> . . .access to memory is managed by a sequencer that segments time into access windows. Each access window is reserved for one of the entities using the memory.. . .A non-priority (i.e., other or auxiliary) entity must wait for its next access window to read or store data.

> Tournier, col. 1, lines 50-56.

Thus, in accord with Tournier's system, a device (e.g., a memory) is not reserved for a host "upon receiving a device command" from the host, and no reservation time period is set *upon receipt of the device command* (as set forth in

applicant's claim 1). Rather, in Tourney's system, memory access time is divided into sequences of time-shared "access windows", one set of which is *pre-reserved* for a particular host (and not reserved in response to a device command received from the particular host). When a host does issue a device command, the device command is held, and is only allowed to execute upon the arrival of one of the host's pre-reserved access windows.

Applicant's claim 1 is believed to be allowable for at least the above reasons. Applicant's claims 3-11 are believed to be allowable at least for the reason that they depend from applicant's claim 1. Applicant's claims 12-20, 22 and 23 are believed to be allowable at least for reasons similar to why claim 1 is believed to be allowable.

2. Rejection of Claims 2, 11, 17, 18 and 21 Under 35 USC § 103(a)

Claims 2, 11, 17, 18 and 21 stand rejected under 35 USC 103(a) as being unpatentable over US Patent 6,587,932 B2 to Tournier.

With respect to applicant's claims 2 and 21, the Examiner asserts that Tournier teaches everything but for, "upon receiving a second device command from the first host, resetting the reservation time period." However, the Examiner asserts that it would have been obvious to one of ordinary skill in the art to reset the reservation time period. Applicant respectfully disagrees.

As already discussed in section 1 of these Arguments / Remarks, Tournier discloses a system wherein memory access time is divided into sequences of time-shared "access windows", one set of which is pre-reserved for a particular host. In such a system, there is no mechanism for resetting any sort of reservation time period, as this would defeat the purpose of the time-shared access windows – that is, ensuring that each of a plurality of hosts receives access to a device, thereby preventing any one of the hosts from reserving the device until it is "done". Applicant therefore believes that one of ordinary skill in the art would not have been motivated to modify Tournier's teachings as the

Examiner suggests, as doing so would be counter to the system Tournier desires to implement. Applicant's claims 2 and 21 are therefore believed to be allowable.
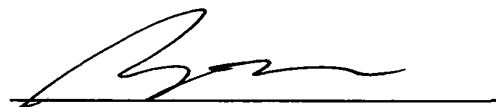
Applicant's claims 11, 17 and 18 are believed to be allowable at least for the reason that they depend from applicant's claims 1 and 12.

3. Conclusion

In light of the above arguments and remarks, applicant requests the timely issuance of a Notice of Allowance.

Respectfully submitted,
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